

TERMS AND CONDITIONS OF BUSINESS:

1. All quotations given by the Seller (unless otherwise agreed in writing) are subject to withdrawal and alteration without notice and do not constitute an offer to supply goods. Goods supplied against orders accepted in writing will be charged at the price ruling at the day of despatch.
2. Accounts in respect of goods supplied are due for payment upon ordering in the case of new goods (unless otherwise approved by the Seller's authorised salesperson). Second-hand goods are to be paid for immediately at the time of the sale.
3. The Buyer may not cancel or assign any Contract without our prior written agreement. We shall be entitled to make a charge for cancellation of any Contract for specific or adapted Goods where work has commenced on the Goods in question.
4. The Buyer shall inspect the Goods immediately upon their arrival at the delivery point and advise the Seller within 48 hours of any matter or thing by reason whereof the Buyer may allege that the Goods are not in accordance with the Contract. Within seven days of receiving such notice, the Seller shall have the right to inspect the Goods and provided that the defect alleged by the Buyer has arisen from defective material or from the process of manufacture, then the Seller will replace the defective unused Goods. If the Buyer should fail to give such notice as aforesaid, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the goods accordingly.
5. Risk in all Goods shall pass to the Buyer from the moment of delivery.
6. The Seller will not be responsible for any delay in deliveries or suspension of deliveries caused by strikes, lockouts, war breakout or any other cause beyond his control.
7. The times within which the Buyer is to pay for the said Goods and to give notice after inspection of the Goods shall be the essence of the Contract.
8. Any dispute touching or arising out of or in respect of the Contract matter thereof shall be referred to two Arbitrators, one to be appointed by each Party whose decision will be final, in accordance with and subject to the provisions of the Arbitration Act, 1950 or any statutory modification or re-enactment thereof for the time being in force.
9. Should any of the above conditions differ with those of the Buyer, the conditions of the Seller will apply.
10. So long as money owing to the Seller from the Buyer is outstanding in respect of any Goods sold to the Buyer subject to these conditions the legal title to such Goods not yet resold shall remain with the Seller until all such indebtedness has been discharged.
 - a) The Buyer shall be entitled to sell the Goods in the normal course of business but the Buyer shall until such resale keep the Goods separate and identifiable as the property of the Seller and then proceeds of the resale shall be held by the Buyer in a fiduciary capacity as agent for the Seller until the amount of the indebtedness to the Seller is discharged.

b) In the event of any payment being overdue in whole or in part or any act or proceeding involving the Buyer's solvency being taken, the right to sell the Goods shall be withdrawn and Seller (without prejudice to any rights it might have) may by its servants or agents enter upon the premises of the Buyer to recover any Goods as yet unsold by the Buyer.

11. If the Buyer shall become insolvent or fail to make due payment in the time and manner specified by the Seller, then the Seller shall have the right to suspend or cancel further deliveries, and payment for all Goods, Materials or Service already supplied by the Seller shall become due immediately.

a) An individual or Firm shall be deemed to have become insolvent on committing an Act of Bankruptcy or having execution levied against his or its goods or on a Petition in Bankruptcy being presented against him or any Partner in the firm.

b) A limited company shall be deemed to have become insolvent on the Appointment of a Receiver or Manager on behalf of a creditor on having execution levied against his or its goods or on the passing of a resolution (other than for the purpose of amalgamation or reconstruction) for winding up or on the happening of any event which would entitle the Court to appoint a Receiver or Manager or to make a Winding Up Order.

12. These Conditions and any Contract made subject thereto shall be subject to and construed in accordance with English Law.